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**Exhibit A**  
**-- Redline Comparison --**

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

Consumer Financial Protection Bureau,

*Plaintiff,*

v.

Experian Information Solutions, Inc.,

*Defendant.*

) Case No: 8:25-cv-00024-MWC-DFM

) ~~FIRST~~SECOND AMENDED  
) COMPLAINT FOR INJUNCTIVE  
) RELIEF,  
) REDRESS, DISGORGEMENT,  
) AND CIVIL MONEY  
) PENALTIES

) ACTION SEEKING  
) NATIONWIDE RELIEF

~~FIRST~~

SECOND AMENDED COMPLAINT

CASE No. 8:25-cv-24-MWC-DFM

## INTRODUCTION

1  
2 1. The Consumer Financial Protection Bureau (“Bureau”) brings this  
3 action against Experian Information Solutions, Inc. (“Experian” or “the  
4 Company”) under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 et  
5 seq., and the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C.  
6 §§ 5536(a)(1)(a)–(b), 5564, and 5565. This action alleges that Experian violated  
7 both Acts by failing to reasonably reinvestigate consumer disputes challenging the  
8 accuracy or completeness of information in consumer reports, including by failing  
9 to forward all relevant information to furnishers, failing to provide adequate or  
10 accurate notice to consumers of the outcome of their disputes, and failing to utilize  
11 reasonable procedures to ensure the accuracy and completeness of information in  
12 consumers’ files.

13 2. Experian is one of the largest consumer reporting agencies (“CRAs”)  
14 in the country. A primary aspect of its business is collecting and organizing data on  
15 most adult Americans to generate consumer reports, consumer file disclosures, and  
16 credit scores that reflect consumers’ credit activity and history. As Experian  
17 acknowledges, its consumer reporting services “play an integral part in the  
18 financial lives of millions of people.”

19 3. This is because Experian sells its consumer reports to creditors and  
20 businesses who are evaluating whether to offer a consumer various products,  
21 services, and opportunities, such as a loan, a job, or housing.

22 4. Information reflected in consumer reports is provided to CRAs by  
23 data furnishers, such as banks, credit card companies, or debt collectors, and other  
24 sources. Errors in consumer reports can be significant for consumers, resulting in  
25 the denial of credit, employment, or housing, or being offered less favorable credit  
26 terms.

27 5. Recognizing the serious consequences borne by consumers when their  
28 consumer reports contain inaccurate information, Congress enacted the FCRA in

1 1970 to, in part, “[e]nsure that consumer reporting agencies [like Experian]  
2 exercise their grave responsibilities with fairness, impartiality and a respect for the  
3 consumer’s right to privacy.” 15 U.S.C. § 1681(a)(1)-(4).

4 6. The FCRA demands that CRAs use reasonable procedures to assure  
5 maximum possible accuracy of information contained in consumer reports, 15  
6 U.S.C. § 1681e(b), and provides a mechanism for consumers to dispute any  
7 incomplete or inaccurate information in their report. 15 U.S.C. § 1681i.

8 7. When a consumer disputes the accuracy or completeness of  
9 information in their consumer report, the FCRA requires Experian to conduct a  
10 “reasonable reinvestigation” of the disputed information and report the results of  
11 the reinvestigation to the consumer, all within certain timelines. 15 U.S.C.  
12 § 1681i(a). At the conclusion of the reinvestigation, Experian must modify or  
13 delete any item of information found to be inaccurate or incomplete, or that it  
14 could not verify. 15 U.S.C. § 1681i(a)(5). For any information deleted as a result  
15 of a dispute, the FCRA imposes specific obligations on Experian that must be  
16 satisfied before that information may be reinserted into a consumer’s file. 15  
17 U.S.C. § 1681i(a)(5)(C).

18 8. Despite its obligations under the FCRA, Experian fails consumers  
19 who dispute information in their consumer reports at every stage of the dispute  
20 process.

21 9. First, Experian’s faulty intake procedures fail to accurately convey all  
22 relevant information regarding the dispute to the original furnisher of the disputed  
23 information, and, at times, Experian simply fails to provide furnishers with  
24 consumer-submitted documentation that supports the dispute.

25 10. Second, Experian uncritically accepts the original furnisher’s response  
26 to the disputed information, even when that response was improbable or illogical  
27 on its face or when Experian has other information in its possession that alerts or  
28 should alert Experian to the possibility that the furnisher might be unreliable.

1 11. Third, at the conclusion of its reinvestigation, Experian sends  
2 consumers notices that fail to inform them of the reinvestigation results, and  
3 instead provides information that is confusing, ambiguous, incorrect, and internally  
4 inconsistent.

5 12. Additionally, Experian's problematic dispute resolution processes  
6 have resulted in several other issues, including Experian's outright failure to  
7 reinvestigate a significant number of disputes within the timeline required by the  
8 FCRA, its ongoing refusal to reinvestigate hard inquiry disputes, and its routine  
9 failure to ensure that previously deleted tradelines are not improperly reinserted  
10 into a consumer's file.

11 13. Experian's uncritical deference to furnishers' responses to the  
12 disputed information and failure to inform consumers of the results of  
13 reinvestigations also violate the CFPA's prohibition on unfair acts or practices. 12  
14 U.S.C. § 5531(c)(1).

15 14. Experian's failures are an abdication of its obligations under the  
16 FCRA and the CFPA, and the Bureau brings this action to rectify these failings and  
17 impose civil money penalties.

## 18 VENUE

19 15. Venue is proper in this district because the Defendant resides and does  
20 business in this district. 12 U.S.C. § 5564(f).

## 21 PARTIES

22 16. The Bureau is an Executive Branch agency of the United States  
23 created by the CFPA. 12 U.S.C. § 5491(a). The Bureau is authorized to initiate  
24 civil actions in federal district court to secure appropriate relief for violations of  
25 Federal consumer financial law, 12 U.S.C. §§ 5564(a)-(b) and 5565, including the  
26 FCRA and the CFPA, 12 U.S.C. § 5481(12)(F) and (14).

1 17. Experian is a nationwide consumer reporting agency with its North  
2 American Headquarters in Costa Mesa, California. At all times material to this  
3 Complaint, Experian transacted business in this district and nationwide.

4 18. Experian collects, analyzes, maintains, or provides consumer report  
5 information or other account information, including information related to the  
6 credit history of consumers. This information is used or expected to be used in  
7 connection with any decision regarding the offering or provision of a consumer  
8 financial product or service. These products or services are consumer financial  
9 products or services covered by the CFPA. 12 U.S.C. § 5481(5) and (15)(A)(ix).

10 19. Further, Experian offers consumer reports, consumer file disclosures  
11 and credit scores, which are consumer financial products or services because they  
12 are or relate to consumer reports or other account information, including  
13 information relating to the credit history of consumers that Experian collects and  
14 maintains about a consumer's account. Experian offers or provides these financial  
15 products and services to consumers primarily for personal, family, or household  
16 purposes, and delivers, offers, and provides them in connection with consumer  
17 financial products or services such as consumer credit. These products or services  
18 are therefore consumer financial products or services covered by the CFPA. 12  
19 U.S.C. § 5481(5) and (15)(A)(ix).

20 20. Because Experian engages in offering or providing a consumer  
21 financial product or service, Experian is a "covered person" under the CFPA. 12  
22 U.S.C. § 5481(6).

23 21. Experian is a "consumer reporting agency" as defined by the FCRA.  
24 *See* 15 U.S.C. § 1681a(f). Experian compiles and maintains files on consumers on  
25 a nationwide basis as that term is defined in the FCRA, 15 U.S.C. § 1681a(p).  
26 Experian is therefore subject to the FCRA.  
27  
28

**BACKGROUND**

22. The FCRA imposes a variety of obligations on CRAs like Experian to ensure that they report accurate information in consumer reports.

23. A core obligation is that if a consumer disputes the completeness or accuracy of information in their consumer report, the CRA must “conduct a reasonable reinvestigation” to determine whether the disputed information is accurate. 15 U.S.C. § 1681i(a)(1)(A).

24. Within five business days of receiving the dispute, the CRA must provide notice of the dispute to the furnisher of the disputed information. A furnisher is any entity that provides financial information about a consumer to a CRA, such as a bank, credit card company, or debt collector. The notice to the furnisher must include all relevant information received by the CRA regarding the dispute. 15 U.S.C. § 1681i(a)(2)(A).

25. The CRA must complete the reinvestigation within 30 days after the dispute is received unless an extension is sought. 15 U.S.C. § 1681i(a)(1)(A).

26. After the reinvestigation, the CRA must provide the consumer “written notice” of the “results of the reinvestigation” no later than five business days after its completion. 15 U.S.C. § 1681i(a)(6)(A).

27. The FCRA further requires that the furnisher maintain reasonable procedures to prevent the reinsertion of previously deleted information, notify consumers within five business days if previously deleted information was reinserted, and ensure maximum possible accuracy of consumer reports. 15 U.S.C. §§ 1681i(a)(5)(B), (C), 1681e(b).

**e-OSCAR and the ACDV Process**

28. When a CRA receives a consumer dispute, the primary way information about the dispute is communicated to furnishers is on a web-based platform called e-OSCAR. Information about the disputed information is

transmitted over the e-OSCAR platform via an Automated Credit Dispute Verification form (“ACDV”).

29. The ACDV is a one-page form that contains identifying information about the consumer such as name, address, social security, and date of birth. The ACDV also reflects the disputed account (also known as a tradeline) as it is currently reported. The ACDV provides limited information about the consumer’s dispute, including a three-digit “dispute code” that indicates the basis of the dispute. There is sometimes a short free-form description of the dispute, based on information provided by the consumer. The ACDV may also have other relevant information attached to it, including consumer-submitted documentation supporting the dispute.

30. Below is a reproduction of an Experian ACDV:

PROGRAM: [REDACTED]		EXPERIAN-CONSUMER ASSISTANCE - CAPS		PAGE: [REDACTED]																					
RUN DATE: [REDACTED]		ACDV Response		DOCUMENT VIEWED: [REDACTED]																					
RUN TIME: [REDACTED]		Auto Response:		[REDACTED]																					
SUBCODE: [REDACTED]		ACCOUNT #:		[REDACTED]																					
DISPUTE REASON: [REDACTED]		SUBSCRIBER		[REDACTED]																					
REMARKS:				Office: [REDACTED]																					
				Date Sent: [REDACTED]																					
				Date Due: [REDACTED]																					
				Resp Date: [REDACTED]																					
				DNR Date: [REDACTED]																					
				Name Flag: [REDACTED]																					
				Second Name: [REDACTED]																					
				Curr Addr Flag: [REDACTED]																					
				Prev Addr Flag: [REDACTED]																					
				SSN Flag: [REDACTED]																					
				DOB Flag: [REDACTED]																					
				Authorized Verifier: [REDACTED]																					
				Phone: [REDACTED]																					
				DF Contact Phone #: [REDACTED]																					
CONSUMER IDENTIFICATION		SUBSCRIBER CONSUMER ID																							
Name: [REDACTED]		[REDACTED]																							
SSN: [REDACTED] DOB: [REDACTED]		[REDACTED]																							
Curr Address: [REDACTED]		[REDACTED]																							
ZIP: [REDACTED]		[REDACTED]																							
Prev Addr 1: [REDACTED]		[REDACTED]																							
Prev Addr 2: [REDACTED]		[REDACTED]																							
Account Name: [REDACTED]		[REDACTED]																							
RESPONSE: [REDACTED]		[REDACTED]																							
TRADE INFORMATION		SUBSCRIBER RESPONSE		ON PROFILE																					
Acct Condition/Currn Status: [REDACTED]		[REDACTED]		[REDACTED]																					
Acct Status/Rating: [REDACTED]		[REDACTED]		[REDACTED]																					
Payment Rating: [REDACTED]		[REDACTED]		[REDACTED]																					
CII: [REDACTED] ECOA: [REDACTED]		[REDACTED]		[REDACTED]																					
Balance: [REDACTED] Balance Date: [REDACTED]		[REDACTED]		[REDACTED]																					
Amt Past Due: [REDACTED]		[REDACTED]		[REDACTED]																					
Orig Delinq Date: [REDACTED]		[REDACTED]		[REDACTED]																					
Credit Limit/Orig Amt: [REDACTED]		[REDACTED]		[REDACTED]																					
High Credit Balance: [REDACTED]		[REDACTED]		[REDACTED]																					
Charge Off Amt: [REDACTED]		[REDACTED]		[REDACTED]																					
Sch Monthly Pay: [REDACTED] Act Pay: [REDACTED]		[REDACTED]		[REDACTED]																					
Portfolio Name: [REDACTED]		[REDACTED]		[REDACTED]																					
Date Last Pay: [REDACTED]		[REDACTED]		[REDACTED]																					
Open Date: [REDACTED] Closed Date: [REDACTED]		[REDACTED]		[REDACTED]																					
Spec Comm Code: [REDACTED]		[REDACTED]		[REDACTED]																					
Cons Compl Code: [REDACTED]		[REDACTED]		[REDACTED]																					
Type: [REDACTED] Terms: [REDACTED] Freq: [REDACTED]		[REDACTED]		[REDACTED]																					
Original Creditor: [REDACTED]		[REDACTED]		[REDACTED]																					
Special Payment/Date/Amt: [REDACTED]		[REDACTED]		[REDACTED]																					
Response History Grid												On-File History Grid													
Year	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Year	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2020													2020												
2019													2019												
2018													2018												
2017													2017												
2016													2016												
2015													2015												
2014													2014												
2013													2013												



1           31. After the furnisher reviews the information provided in and attached  
2 to the ACDV, it returns the ACDV to the CRA, indicating with a two-digit  
3 “response code” whether the disputed information is accurate or should be  
4 modified or deleted.

5           32. The ACDV is typically the only way CRAs and furnishers  
6 communicate during a reinvestigation.

7                           **FACTUAL ALLEGATIONS**

8           **Experian Fails to Adequately Convey All Relevant Information to Furnishers**

9           33. Consumers who identify inaccurate or incomplete information in their  
10 Experian consumer report can submit disputes to Experian by mail, over the  
11 telephone, or electronically through Experian’s website (its “Online Dispute  
12 Center”) or mobile application. Experian typically processes over a million  
13 consumer disputes per month.

14           34. When submitting a dispute, consumers can, and frequently do, support  
15 their disputes by submitting relevant documentation, such as bank statements,  
16 canceled checks, or settlement agreements, among other things. Consumers can  
17 submit supporting documents via mail or electronically.

18           35. For disputes accompanied by consumer-submitted documentation,  
19 Experian’s policies require that its agents determine whether the documents are  
20 sufficiently conclusive for Experian to make the change requested by the  
21 consumer. Experian refers to this as making an “internal update.”

22           36. Experian resolves a minority of disputes via an internal update. If  
23 Experian does not make an internal update, it prepares an ACDV to transmit to the  
24 furnisher through e-OSCAR. Experian’s policy directs its agents to attach any  
25 consumer-submitted documentation that contains additional relevant information to  
26 the ACDV, although in some cases its agents fail to do so.

1           37. The dispute codes included in the ACDV are integral to the dispute  
2 resolution process. As explained above, dispute codes are used by Experian to  
3 communicate the underlying basis of the dispute to the furnisher.

4           38. Because Experian relies on the ACDV to communicate with  
5 furnishers about consumer disputes, it is important that Experian's selected dispute  
6 code accurately conveys the basis of the dispute to the furnisher. But Experian  
7 routinely sends dispute codes to furnishers that mischaracterize or fail to convey  
8 highly relevant information about consumers' disputes.

9           39. Many of these failures stem from Experian's Online Dispute Center.  
10 When consumers submit a dispute on the Online Dispute Center, they select a  
11 dispute description from a prepopulated list to categorize the nature of their  
12 dispute, which Experian then translates into a formal e-OSCAR dispute code that it  
13 inputs into the ACDV. Experian's Online Dispute Center presents consumers with  
14 a significantly smaller set of dispute descriptions than Experian uses when  
15 consumers have submitted mail and telephone disputes. On the Online Dispute  
16 Center, for example, there are no dispute descriptions that correspond to formal e-  
17 OSCAR codes for account settled, date of first delinquency disputed, paid by  
18 insurance, consumer stated company will delete, and consumer stated company  
19 will change.

20           40. As an illustration, Experian's Online Dispute Center instructs  
21 consumers to select a dispute description of "Account paid in full" if consumers  
22 "believe [they] have paid the account in full or that it was paid in settlement." A  
23 separate dispute description for account settled is not available to consumers on the  
24 Online Dispute Center, even though it would more precisely describe the nature of  
25 the dispute.

26           41. When Experian generates an ACDV for disputes described as  
27 "Accounts paid in full" on the Online Dispute Center, it translates this dispute  
28 description to e-OSCAR dispute code 106 ("Disputes present/previous Account

1 Status, History”) indicating that the consumer is disputing the account’s status (i.e.,  
2 whether the lender or creditor considers the account current or in collections).  
3 Experian does not translate a dispute submitted by the Online Dispute Center to e-  
4 OSCAR dispute code 010 (“Settlement or partial payments accepted”). Indeed,  
5 even though Experian’s own agents use e-OSCAR code 010 to characterize  
6 telephone and mail disputes, Experian does not permit the use of the e-OSCAR  
7 settlement dispute code for similar disputes received through the Online Dispute  
8 Center.

9 42. As a result, furnishers receive nothing more than a generic, unspecific  
10 code (“Disputes present/previous Account Status, History”), when consumers are  
11 actually disputing the accuracy of the account because they have settled for less  
12 than the total amount owed. Experian could, but does not, inform these furnishers  
13 that the bases of consumers’ disputes are actually “Settlement or partial payments  
14 accepted.”

15 43. This is just one example of how furnishers receive either a  
16 mischaracterization or a less precise description of the basis for disputes submitted  
17 via the Online Dispute Center.

18 44. Other failures stem from Experian’s frequent use of an inaccurate or  
19 confusing dispute code when processing disputes submitted via telephone or mail.  
20 For example, when a consumer lodges a dispute claiming that an account was paid,  
21 Experian inserts into the ACDV the e-OSCAR dispute code labeled “Claims  
22 account closed” instead of an appropriate dispute code for paid accounts.

23 45. As another example, Experian inserts into the ACDV the intentionally  
24 generic e-OSCAR dispute code labeled “Claims inaccurate information. Did not  
25 provide specific dispute.” even where the consumer provides specific information  
26 pertaining to the dispute, such as disputing the date of first delinquency or the  
27 payment of an account, and for which a more specific dispute code, such as  
28

1 “Disputes Date of First Delinquency” and “Disputes present/previous Account  
2 Status, History” is available and appropriate.

3 46. And as another example, Experian agents apply dispute codes  
4 requesting updates that are already reflected on consumers’ tradelines and  
5 therefore do not correspond to the actual substance of consumers’ disputes. As one  
6 illustration, agents apply the “Claims account closed” dispute code to tradelines  
7 that *already display as closed*. The fact that the update requested is already  
8 reflected on the tradeline suggests that the basis for the underlying dispute differs  
9 from the dispute code selected by Experian, and that Experian has not accurately  
10 described the nature of the dispute to the furnisher.

11 47. By failing to select appropriate dispute codes, Experian fails to  
12 accurately convey the basis of consumers’ disputes to furnishers in what is usually  
13 the *only* communication Experian has with the furnisher during its reinvestigation.  
14 By using inaccurate or misleading dispute codes, Experian fails to provide the  
15 furnisher with all relevant information about the consumer’s dispute and fails to  
16 fulfill its reasonable reinvestigation obligations.

17 48. In addition to transmitting misleading, confusing, or inaccurate  
18 dispute codes to furnishers, Experian also fails to always include relevant  
19 consumer submitted documentation with the ACDV transmitted to the furnisher,  
20 despite Company policy requiring agents to do so. Relevant consumer  
21 documentation often contains information that is not conveyed elsewhere on the  
22 ACDV, including probative evidence that supports the merits of the consumer’s  
23 dispute. As a result, Experian fails to provide the furnisher with all relevant  
24 information about the consumer’s dispute and fails to fulfill its reasonable  
25 reinvestigation obligations.

26 49. When Experian fails to provide the furnisher with documents  
27 submitted by the consumer in support of their dispute, Experian deprives the  
28 furnisher of critical and sometimes dispositive information regarding a dispute

1 such as a letter from the furnisher's debt collector acknowledging payment in full  
2 made by the consumer.

3 50. These failures hinder the reinvestigation. The absence of consumer  
4 submitted documents prevents the furnisher from resolving disputes correctly, and  
5 results in inaccurate information remaining in consumers' files.

6 51. As a result of the above, Experian fails to conduct a reasonable  
7 reinvestigation and convey all relevant information to furnishers, which causes or  
8 increases the risk that inaccurate information remains in consumers' files.

9 **Experian Regularly Relies Exclusively on Furnishers' ACDV Responses**  
10 **During its Reinvestigation Even When Presented with Information Suggesting**  
11 **that the Furnisher is Unreliable**

12 52. Experian regularly relies exclusively on furnishers' ACDV responses  
13 when conducting a reinvestigation, even when Experian possesses information that  
14 alerts or should alert Experian to the possibility that the furnisher of the disputed  
15 information might be unreliable. As a result, Experian permits inaccurate  
16 information to remain in consumers' files. Experian does so even though cost-  
17 effective measures exist to resolve any outstanding factual issues.

18 53. Experian's inappropriate and exclusive reliance on furnishers' ACDV  
19 responses occurs in at least three categories of disputes: disputes where consumer  
20 documentation provides highly probative evidence about the dispute, disputes  
21 where Experian itself possesses relevant information about the dispute in its own  
22 consumer files, and disputes where Experian receives illogical and inconsistent  
23 ACDV responses from furnishers.

24 54. Consumers often provide documentation that, at a minimum, should  
25 put Experian on notice that reinvestigation beyond the furnisher's ACDV response  
26 is necessary. For example, consumers frequently provide Experian with the date or  
27 case number of a bankruptcy petition discharging a particular debt that is still being  
28 reported on their consumer report, or documents reflecting an agreement to settle a  
debt for a certain amount. In other instances, consumers provide Experian

1 documentation showing that the furnisher had previously agreed to delete or  
2 correct information in the disputed tradeline.

3 55. Such documents are sufficient to put Experian on notice that the  
4 furnisher may have transmitted unreliable information. Yet, Experian regularly  
5 gives the supporting documents no weight in resolving the dispute and routinely  
6 conducts no further reinvestigation of the dispute beyond the furnisher's ACDV  
7 response.

8 56. Next, Experian frequently possesses relevant supporting information  
9 in *its own consumer files* that should alert it to a furnisher's unreliability. For  
10 example, Experian often possesses information confirming the existence of a  
11 bankruptcy fitting the description in the consumer's dispute, or information  
12 confirming that a consumer has made a settlement payment. Often this information  
13 alerts or should alert Experian to the possibility that the tradeline disputed by the  
14 consumer might be inaccurate and the furnisher might be unreliable. Yet, Experian  
15 routinely conducts no additional reinvestigation based on this information, and  
16 instead relies solely on the furnisher's ACDV response to resolve the dispute.

17 57. Finally, Experian frequently receives furnisher responses that contain  
18 data that is either illogical or facially and internally inconsistent, but it still accepts  
19 the furnisher's response without further reinvestigation into the dispute.

20 58. For example, Experian receives ACDV responses with inconsistent  
21 information, such as indicating a consumer's overdue balance is *greater* than the  
22 total amount due. Other ACDV responses state that a consumer first became  
23 delinquent on an installment debt a month *after* the consumer had paid the account  
24 to a zero-dollar balance.

25 59. Receiving an ACDV with illogical or inconsistent data alerts or  
26 should alert Experian to the possibility that the original furnisher of the disputed  
27 information might be unreliable and the disputed information may be inaccurate.  
28

1 Yet, Experian regularly accepts the ACDV response in those circumstances and  
2 ignores the fact that it contains illogical or inconsistent information.

3 60. In some instances where Experian receives illogical responses from  
4 furnishers, Experian partially implements the furnisher's ACDV response on the  
5 consumer's tradeline, but also unilaterally alters the information in the ACDV to  
6 make it appear logical and consistent. In doing so, Experian does not take steps to  
7 ensure that the changed tradeline is in fact complete and accurate; Experian simply  
8 changes the tradeline by applying predetermined business rules. Experian does not,  
9 for example, verify the changes with the furnisher, base the changes on another  
10 reliable source of information, or confront the furnisher with the apparent error.

11 61. To the detriment of consumers, in all of the above-described  
12 scenarios, Experian routinely does nothing more than send an ACDV to the  
13 furnisher and implement its response.

14 62. Experian does so without consulting readily available, inexpensive  
15 third-party sources of information that are reliable and trustworthy, such as  
16 bankruptcy court records, that could accurately and definitively resolve the  
17 consumer's dispute. And Experian routinely does not pose any queries to the  
18 furnisher for specific factual information, such as the accuracy of representations  
19 in a document, the existence of a settlement agreement, or why the furnisher's  
20 response appears to be internally illogical and inconsistent.

21 63. Experian's failures to conduct reasonable reinvestigations negatively  
22 impact consumers.

23 64. Specifically, Experian's exclusive reliance on furnishers' ACDV  
24 responses results in consumer reports maintaining inaccurate information, such as a  
25 tradeline with an inaccurate status or balance.

26 65. For example, Experian's failure to give any weight to the payment  
27 histories already reflected in its consumer files results in accounts inaccurately  
28 reporting as delinquent that should be reporting as settled. Similarly, Experian's



1 failure to reject illogical and internally inconsistent responses results in accounts  
2 inaccurately reporting that consumers' past due balances are larger than the total  
3 amount consumers owe the furnisher.

4 66. In these and numerous other disputes, Experian accepts and  
5 implements the furnishers' response without any further reinvestigation. Experian  
6 does so despite the fact that conflicting documentary evidence and internal  
7 contradictions reveal the furnishers' ACDV responses to be unreliable. Experian  
8 nevertheless relies exclusively on these ACDV responses and thereby causes  
9 inaccurate information to remain in consumer reports.

10 67. This inaccurate information predictably and routinely has deleterious  
11 impacts on consumers, including lowering their credit score, the denial of credit,  
12 housing, employment, or other goods or services, or causing consumers to obtain  
13 less favorable credit terms.

14 68. Additionally, consumers waste their time and resources submitting  
15 disputes that are not adequately reinvestigated and gathering and submitting  
16 documents that are given no consideration in the dispute process.

17 **Experian Fails to Inform Consumers of Reinvestigation Results**

18 69. At the conclusion of a reinvestigation, Experian sends consumers  
19 written "results letters" intended to fulfill its statutory obligation to report the  
20 results of the reinvestigation. These results letters often misstate the actual result of  
21 the reinvestigation, convey internally contradictory information about the result, or  
22 simply fail to state any result whatsoever.

23 70. Experian's results letters include an initial section labeled "How to  
24 Read Your Results" which lists the possible reinvestigation outcomes of "Deleted,"  
25 "Remains," "Updated," and "Processed" and their accompanying definitions.  
26 Notably, Experian defines "Updated" four different ways, some of which indicate  
27 information *other* than the disputed information was updated.  
28



1 71. Below is an example of the relevant portion of an Experian results  
2 letter:

## 3 How to Read Your Results

4 Deleted - This item was removed from your credit report. Remains - The company that reported the information has certified to Experian that the  
5 information is accurate. This item was not changed as a result of our processing of your dispute. Updated (Your results will indicate which one of the  
6 following applies.) - a) The information you disputed has been updated. Please review your report for the details. b) The item you disputed has been  
7 updated, which may include an update to the disputed information. Please review your report for the details. c) The information you disputed has been  
8 verified as accurate, however, information unrelated to your dispute has been updated. Please review your report for the details. d) Information on this item  
9 has been updated. Please review your report for the details. Processed - This item was either updated or deleted; Please review your report for the details.

7 72. Directly below that, Experian lists the disputed accounts and the  
8 reinvestigation outcome for each.

9 73. On subsequent pages, Experian typically displays a snapshot of how  
10 the disputed account appears before and after the reinvestigation. However, the  
11 “after” snapshot of the account often looks nearly identical to the “before”  
12 snapshot, and the results letter does not explicitly identify what information was  
13 updated or changed. Instead, consumers are required to deduce that on their own.  
14 In cases of deleted tradelines, no snapshots are provided.

74. Below is an example of a “before” and “after” snapshot from a letter that informed the consumer that their information was updated. The consumer was left to deduce what information was updated. This snapshot was not accompanied by any explanation of what information changed.

**Before dispute**

Partial Acct # [REDACTED]											
<b>Date opened</b> Apr 2019	<b>First reported</b> Dec 2019	<b>Recent balance</b> \$1,793 as of Aug 2020	<b>Payment history</b>								
<b>Address ID #</b> [REDACTED]	<b>Terms</b> 1 Months	<b>Status</b> Collection account. \$1,793 past due as of Aug 2020.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Original creditor</b> [REDACTED]	<b>Monthly payment</b> Not reported	This account is scheduled to continue on record until Aug 2022.	2020	ND	C	C	C	C	C	C	
<b>Type</b> [REDACTED]	<b>Credit limit or original amount</b> \$1,793	<b>Comment</b> Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act). This item was updated from our processing of your dispute in Aug 2020.	2019								C
<b>Responsibility</b> Individual	<b>High balance</b> Not reported	<b>Date of Status</b> Apr 2019	<b>Account History *</b> (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)								
			Jul20	Jun20	May20	Apr20	Mar20	Feb20	Jan20	Dec19	
			AB (\$)	1,793	1,793	1,793	1,793	1,793	1,793	1,793	
			DPR	ND	ND	ND	ND	ND	ND	ND	
			SPA (\$)	ND	ND	ND	ND	ND	ND	ND	
			AAP (\$)	ND	ND	ND	ND	ND	ND	ND	

**After dispute**

Partial Acct # [REDACTED]											
<b>Date opened</b> Apr 2019	<b>First reported</b> Dec 2019	<b>Recent balance</b> \$1,793 as of Sep 2020	<b>Payment history</b>								
<b>Address ID #</b> [REDACTED]	<b>Terms</b> 1 Months	<b>Status</b> Collection account. \$1,793 past due as of Sep 2020.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Original creditor</b> [REDACTED]	<b>Monthly payment</b> Not reported	This account is scheduled to continue on record until Aug 2022.	2020	ND	C	C	C	C	C	C	C
<b>Type</b> [REDACTED]	<b>Credit limit or original amount</b> \$1,793	<b>Comment</b> Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act). This item was updated from our processing of your dispute in Aug 2020.	2019								C
<b>Responsibility</b> Individual	<b>High balance</b> Not reported	<b>Date of Status</b> Apr 2019	<b>Account History *</b> (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)								
			Aug20	Jul20	Jun20	May20	Apr20	Mar20	Feb20	Jan20	Dec19
			AB (\$)	1,793	1,793	1,793	1,793	1,793	1,793	1,793	1,793
			DPR	ND	ND	ND	ND	ND	ND	ND	ND
			SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND
			AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND

The original amount of this account was \$1,793

75. Experian’s results letters often provide inaccurate, contradictory, ambiguous, or confusing information to consumers regarding the outcome of their reinvestigation, and fail to inform them of what, if anything, changed on their consumer report as a result of the dispute.

76. For example, a number of Experian results letters state the result of a reinvestigation as “Outcome: Processed – This item was either updated or deleted; Please review your report for the details.”

77. Although a typical results letter includes the before and after snapshots of an updated tradeline, these letters only display how the tradeline appears *before* the dispute.

78. In addition, these results letters use three of the four potential dispute outcomes to describe the results of the investigation (processed, updated, and deleted), including two potentially inconsistent outcomes– updated and deleted.

79. Below is an example of the relevant portion of an Experian results letter:

Here are your results

Credit Items

Outcome: Processed - This item was either updated or deleted. Please review your report for the details.

Before dispute

Report #

Partial Acct #

<b>Date opened</b> May 2018	<b>First reported</b> Aug 2018	<b>Recent balance</b> \$6,394 as of Sep 2020	<b>Payment history</b>												
<b>Address ID #</b>	<b>Terms</b> 1 Month	<b>Status</b> Collection account, \$6,394 past due as of Sep 2020.	2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Original creditor</b>	<b>Monthly payment</b> Not reported	This account is scheduled to continue on record until Jan 2025.	2019	C	C	C	C	C	C	C	C	C	C	C	C
<b>Type</b>	<b>Credit limit or original amount</b> \$6,394	<b>Comment</b> Completed investigation of FCRA dispute - consumer disagrees. This item was updated from our processing of your dispute in Sep 2020.	2018								C	C	C	C	C
<b>Responsibility</b>	<b>High balance</b> Not reported	<b>Date of Status</b> May 2018													

**Account History \*** (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Aug20	Jul20	Jun20	May20	Apr20	Mar20	Feb20	Jan20	Dec19	Nov19	Oct19	Oct19
AB (\$)	6,394	6,394	6,394	6,394	6,394	6,394	6,394	6,394	6,394	6,394	6,394	6,394
DPR	Aug20	Aug20	Aug20	Aug20	Aug20	Aug20	Aug20	Aug20	Aug20	Aug20	Aug20	Aug20
SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

\*The original amount of this account was \$6,394

80. These results letters do not provide the result of the reinvestigation. They are confusing and contradictory, and do not adequately inform consumers of the outcome of the reinvestigation. The letters do not identify what information was updated or deleted or even provide an updated credit report or an “after”

snapshot for the consumer to attempt to self-identify the update or deletion. They also fail to clearly identify whether information was updated, or deleted, or both.

81. Another subset of Experian results letters pairs a reinvestigation result of “Outcome: Updated” with before and after snapshots of the tradeline *that show no change*.

82. Below is an example of the relevant portion of an Experian results letter:

Here are your results

Credit items

Outcome: Updated - Information on this item has been updated. Please review your report for the details.

Dispute Results (Continued)

Before Dispute

Partial Acct # [REDACTED] Status (Sep 2020) Open  
No phone # available

Date opened Mar 2017	Terms 1 Months	Recent balance \$795 as of Aug 2021	Payment history: Aug 2020 - Aug 2021
Address ID # [REDACTED]	Monthly payment \$795	By May 2027, this account is scheduled to go to a positive status.	JAN 2021 ND OK FEB 2021 ND OK MAR 2021 ND OK APR 2021 ND OK MAY 2021 ND OK JUN 2021 ND OK JUL 2021 ND OK AUG 2021 OK SEP 2021 C OK OCT 2021 ND ND NOV 2021 ND OK DEC 2021
Type [REDACTED]	Credit limit or original amount Not reported	Comment: Payroll deduction.	
Responsibility Individual	High balance Not reported	This item was updated from our processing of your dispute in Aug 2021.	

	Aug21	Apr21	Feb21	Dec20	Oct20	Aug20	Jun20	Apr20	Feb20	Dec19	Oct19
Account Balance	\$1,248	\$3,512	\$4,719	\$6,078	\$6,681	\$6,679	\$8,174	\$9,719	\$7,460	\$7,408	\$7,507
Date Payment Received	06.18.21	04.16.21	02.19.21	12.16.20	09.18.20	08.10.20	05.05.20	04.13.20	02.03.20	12.17.19	10.15.19
Scheduled Payment Amount	\$2,154	\$3,512	\$4,719	\$6,078	\$554	No Data	No Data	\$554	\$554	\$554	\$554
Actual Amount Paid	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data

After Dispute

Partial Acct # [REDACTED] Status (Sep 2020) Open  
No phone # available

Date opened Mar 2017	Terms 1 Months	Recent balance \$795 as of Aug 2021	Payment history: Aug 2020 - Aug 2021
Address ID # [REDACTED]	Monthly payment \$795	By May 2027, this account is scheduled to go to a positive status.	JAN 2021 ND OK FEB 2021 ND OK MAR 2021 ND OK APR 2021 ND OK MAY 2021 ND OK JUN 2021 ND OK JUL 2021 ND OK AUG 2021 OK SEP 2021 C OK OCT 2021 ND ND NOV 2021 ND OK DEC 2021
Type [REDACTED]	Credit limit or original amount Not reported	Comment: Payroll deduction.	
Responsibility Individual	High balance Not reported	This item was updated from our processing of your dispute in Aug 2021.	

	Aug21	Apr21	Feb21	Dec20	Oct20	Aug20	Jun20	Apr20	Feb20	Dec19	Oct19
Account Balance	\$1,248	\$3,512	\$4,719	\$6,078	\$6,681	\$6,679	\$8,174	\$9,719	\$7,460	\$7,408	\$7,507
Date Payment Received	06.18.21	04.16.21	02.19.21	12.16.20	09.18.20	08.10.20	05.05.20	04.13.20	02.03.20	12.17.19	10.15.19
Scheduled Payment Amount	\$2,154	\$3,512	\$4,719	\$6,078	\$554	No Data	No Data	\$554	\$554	\$554	\$554
Actual Amount Paid	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data

83. This subset of results letters fail to describe the results of the reinvestigation to the consumer. They do not identify what information was updated and they do not depict any updates in the accompanying tradeline

snapshots. Consumers receiving such a notice have no way of deciphering what information was updated and why, or whether the disputed information itself was updated. Consumers also cannot determine if the update was the result of the reinvestigation, or due to some other reason.

84. A third subset of Experian's results letters describe the outcome of a reinvestigation as "Updated" and provided the following definition: "Information on this item has been updated. Please review your report for the details."

85. Below is an example of the relevant portion of an Experian results letter:

Here are your results

Credit items

Outcome: Updated - Information on this item has been updated. Please review your report for the details.

Before dispute

Report #

Partial Acct #

Date opened	First reported	Recent balance	Payment history
Feb 2016	Apr 2018	\$12,181 as of Sep 2020	
Address ID #	Terms	Status	
Type	75 Months	Open.	2020 Jan 30 Feb 30 Mar OK Apr OK May OK Jun OK Jul OK Aug OK Sep OK Oct OK Nov Dec
Responsibility	Monthly payment	By Jan 2025, this account is scheduled to go to a positive status.	2019 Jan 60 Feb 60 Mar 60 Apr 60 May 30 Jun 30 Jul 30 Aug 30 Sep 60 Oct 60 Nov 30 Dec 30
	Credit limit or original amount	This item was updated from our processing of your dispute in May 2020.	2018 Jan 30 Feb 30 Mar 30 Apr 30 May 30 Jun 30 Jul 30 Aug 30 Sep 30 Oct 30 Nov 60 Dec 30
	High balance	Date of Status	
	Not reported	Mar 2020	
	Recent payment		
	\$547		

After dispute

Partial Acct #

Date opened	First reported	Recent balance	Payment history
Feb 2016	Apr 2018	\$11,329 as of Oct 2020	
Address ID #	Terms	Status	
Type	75 Months	Open.	2020 Jan 30 Feb 30 Mar OK Apr OK May OK Jun OK Jul OK Aug OK Sep OK Oct OK Nov Dec
Responsibility	Monthly payment	By Jan 2025, this account is scheduled to go to a positive status.	2019 Jan 60 Feb 60 Mar 60 Apr 60 May 30 Jun 30 Jul 30 Aug 30 Sep 60 Oct 60 Nov 30 Dec 30
	Credit limit or original amount	This item was updated from our processing of your dispute in May 2020.	2018 Jan 30 Feb 30 Mar 30 Apr 30 May 30 Jun 30 Jul 30 Aug 30 Sep 30 Oct 30 Nov 60 Dec 30
	High balance	Date of Status	
	Not reported	Mar 2020	
	Recent payment		
	\$1,094		

86. These letters fail to convey the outcome of the reinvestigation to consumers, because they do not identify what, if anything, has changed regarding the disputed information. It is unclear from these results letters whether the

1 disputed information remained, but other information changed, or whether the  
2 disputed information itself was updated. It is also unclear whether the updated  
3 information changed as a result of the reinvestigation or some other reason.

4 **Experian Fails to Prevent New Furnishers From Reinserting Information**  
5 **Deleted as the Result of a Dispute**

6 87. The FCRA requires Experian to maintain reasonable procedures to  
7 assure maximum possible accuracy of the credit information it reports, and to  
8 prevent reinsertion of previously deleted information. 15 U.S.C. §§ 1681i(a)(5)(C),  
9 1681e(b).

10 88. “Reinsertion” occurs when information in a consumer’s file that was  
11 deleted because it was found to be inaccurate, incomplete, or unverifiable during a  
12 reinvestigation reappears in the consumer’s file. 15 U.S.C. § 1681i(a)(5).

13 89. Experian’s procedures for preventing reinsertions are limited and only  
14 prevent the same furnisher from re-furnishing a previously deleted tradeline.

15 90. These procedures do not prevent a new furnisher from reinserting a  
16 previously deleted tradeline. Reinsertion may occur, for example, when a furnisher  
17 deletes a disputed tradeline as a result of a dispute and then sells the account to a  
18 debt buyer that re-furnishes it.

19 91. Experian has failed to implement basic matching tools that prevent or  
20 greatly reduce the likelihood of reinsertion by a new furnisher of a previously  
21 deleted tradeline.

22 92. For example, Experian has not implemented procedures to compare  
23 dates of first delinquencies, recent credit balance amounts, high credit balances, or  
24 the names of original creditors, to ascertain whether a newly reported tradeline  
25 constitutes a reinsertion.

26 93. When Experian allows new furnishers to reinsert previously deleted  
27 information, Experian does not require the furnishers to certify that the information  
28 is complete and accurate. Experian also does not notify consumers within five



1 business days that the previously deleted information was reinserted, provide the  
2 identity and contact information of furnishers contacted in connection with the  
3 reinsertion, or inform consumers of their right to add a statement to their consumer  
4 file disputing the accuracy or completeness of the disputed information.

5 94. As a result, consumers who have disputed the accuracy of an account  
6 and thought that their consumer report had been corrected, instead see the same  
7 inaccurate information reappear on their consumer report without explanation  
8 under the name of a new furnisher.

9 **Experian Refuses to Reinvestigate Certain Disputes Entirely**

10 95. Experian routinely fails to reinvestigate when a consumer makes a  
11 dispute about a hard inquiry.

12 96. A “hard inquiry” is a notation that a creditor or entity has requested to  
13 access a consumer’s file. The appearance of a hard inquiry on a consumer’s file  
14 indicates that a consumer applied for credit. A hard inquiry often impacts a  
15 consumer’s credit score.

16 97. A dispute about a hard inquiry may assert that the creditor or entity  
17 lacked a permissible purpose for accessing the consumer report and therefore the  
18 inquiry should not be reflected on the consumer report. In situations where the  
19 consumer did not apply for credit, but a hard inquiry is reflected on their consumer  
20 report, the accuracy of their consumer report is distorted because it falsely appears  
21 that the consumer applied for credit.

22 98. As a matter of policy, Experian does not investigate hard inquiry  
23 disputes unless the consumer’s allegation meets narrow criteria, such as an  
24 allegation that the inquiry was a byproduct of fraud or identity theft.

25 99. Absent such allegations, Experian will not conduct a reinvestigation  
26 and instead simply sends a notice to the consumer explaining the nature of  
27 inquiries and inviting consumers to provide additional information, such as  
28 allegations of identity theft or fraud, to support the dispute.

1 100. As a result, the hard inquiry remains on the individual's consumer  
2 report, even if the inquiry was not permissible and even if the consumer did not  
3 actually apply for the account.

4  
5 **Experian's Problematic Dispute Resolution Processes Resulted in Experian  
6 Failing to Initiate Reinvestigations into Certain Disputes and Caused Other  
7 Errors in Consumers' Files**

8 *Experian's Failures Caused at Least Three Types of Problems for Consumers  
9 During Discrete Time Periods*

10 101. Experian failed to properly initiate reinvestigations in certain  
11 circumstances. These failures include at least three discrete types of conduct,  
12 including failure to forward disputes within the timeline required by the FCRA,  
13 simply deleting tradelines without any reinvestigation and then, on occasion,  
14 subsequently reinserting that information, and failing to delete information  
15 inaccurately reflecting joint user status on certain accounts.

16 102. First, between January 2018 and October 2021, Experian failed to  
17 forward more than 2 million disputes to furnishers within five business days, as  
18 required by the FCRA.

19 103. Second, between February 2019 and February 2020, Experian deleted  
20 more than 100,000 disputed tradelines instead of initiating and completing a  
21 reinvestigation within 30 days, as required by the FCRA. Then, sometime after the  
22 30-day window, Experian processed the disputes and reinserted some of the  
23 deleted information.

24 104. Third, between June 2020 and December 2020, furnishers identified  
25 many accounts that inaccurately reflected joint user status. However, Experian's  
26 automated systems rejected certain furnishers' attempts to remove a joint user from  
27 an account in response to a dispute.

28 105. Although these disputes triggered manual review by Experian agents,  
the agents still did not remove the joint user status.



1 106. These errors resulted in more than 1,700 consumer files inaccurately  
2 continuing to reflect joint user status.

3 ~~The~~

4 *The Discrete Claims are Timely*

5 107. As of February 1, 2021, the Bureau did not possess facts sufficient to  
6 establish and had not discovered the violations described in paragraphs 101-106  
7 and.

8 108. On October 29, 2021, the Bureau issued the first of nine civil  
9 investigative demands (“CIDs”) relating to Experian’s dispute resolution practices.  
10 This first CID was addressed to Experian Holdings, Inc. (“Holdings”).

11 109. [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]

18 110. [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]

24 111. Counsel for the parties executed a tolling agreement (“the First  
25 Tolling Agreement”) signed January 27 and 28, 2022. This agreement named the  
26 Bureau, Holdings, and Experian as parties.

27 112. Between May 2, 2022, and October 26, 2023, the Bureau served eight  
28 additional CIDs, all addressed to Experian and not Holdings.

1 ~~107.~~113. [REDACTED]

2 [REDACTED]

3 [REDACTED].

4 114. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 115. [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 116. These tolling agreements named only the Bureau and Holdings as

15 parties.

16 117. [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 118. [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 119. [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 [REDACTED]

1 108.120. On July 26 and July 29, 2024, counsel for the parties executed  
2 another tolling agreement. This tolling agreement (the “Fourth Tolling  
3 Agreement”) ~~and~~ replaced and superseded the parties’ ~~first, second, and third~~  
4 ~~tolling agreements that the parties executed on January 27, 2022, June 13, 2022,~~  
5 ~~and February 13, 2023, respectively.~~ First, Second, and Third Tolling Agreements.  
6 As with the Second and Third Tolling Agreements, the Fourth Tolling Agreement  
7 named only the Bureau and Holdings as parties.

8 121. [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 122. The omission of Experian as a party to the Second, Third, and Fourth  
13 Tolling Agreements was inadvertent and a mutual mistake. [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 In addition, counsel for  
22 “Experian” signed all three tolling agreements and did not alert the Bureau that  
23 Experian was not named as a party to the agreements.

24 109.123. The Fourth Tolling Agreement provides that:

25 On October 29, 2021, the Bureau notified Experian that the Bureau was  
26 conducting an investigation to determine whether there were violations of  
Sections 605B, 607, and 611 of the Fair Credit Reporting Act, 15 U.S.C.  
§§ 1681c-2, 1681e, 1681i (“the Bureau’s Investigation”) ...

27 The running of any applicable unexpired statute of limitations for any cause  
28 of action or related claim or remedy that could be brought against Experian  
by the Bureau arising from the Bureau’s Investigation shall be suspended

(1) from December 3, 2021 through and including January 31, 2023 and  
(2) from July 26, 2024 through and including December 1, 2024 (the  
“Tolling Periods”). In the event Experian raises or asserts a statute of  
limitations defense, or any other defense based on delay or the passage of  
time, the Parties hereby expressly agree that the Tolling Periods are  
excluded for purposes of calculating the statute of limitations or delay  
period.

124. Notwithstanding the parties’ mistaken exclusion of Experian from the  
Second, Third, and Fourth Tolling Agreements, the parties’ agreements to toll the  
statute of limitations apply to Experian, and the Bureau’s claims are timely.

## FCRA VIOLATIONS

### COUNT I

#### **Failure to Conduct a Reasonable Reinvestigation and Failure to Provide Furnishers with All Relevant Information in Violation of the FCRA, 15 U.S.C. § 1681i(a)(1)(A), (2)**

~~110.~~125. The allegations in paragraphs 1 through 109 are incorporated  
herein by reference.

~~111.~~126. The FCRA requires a CRA to conduct a reasonable  
reinvestigation and to notify and provide all relevant information regarding a  
dispute that it received from the consumer to the furnisher of the disputed  
information. 15 U.S.C. § 1681i(a)(1)(A), (2).

~~112.~~127. Experian does not conduct a reasonable reinvestigation or  
convey to furnishers all relevant information it receives from consumers when it  
incorrectly applies generic dispute codes despite more specific codes being  
available, uses dispute codes that inaccurately describe consumers’ disputes, and  
applies dispute codes requesting updates that are already reflected on consumers’  
tradelines.

1 ~~113.~~128. Experian does not conduct a reasonable reinvestigation or  
2 convey to furnishers all relevant information it receives from consumers when it  
3 fails to forward relevant consumer documentation.

4 ~~114.~~129. Therefore, Experian's actions violated and continue to violate  
5 the FCRA, 15 U.S.C. § 1681i(a)(1)(A), (2).

6 ~~115.~~130. This claim arises from the Bureau's Investigation and any  
7 applicable statute of limitations for this claim was suspended (1) from December 3,  
8 2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
9 and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

## 10 **COUNT II**

### 11 **Failure to Conduct a Reasonable Reinvestigation by Exclusively Relying on a** 12 **Furnisher's ACDV Response in Violation of the FCRA, 15 U.S.C.** 13 **§ 1681i(a)(1)(A)**

14 ~~116.~~131. The allegations in paragraphs 1 through 109 are incorporated  
15 herein by reference.

16 ~~117.~~132. Whenever a consumer disputes the completeness or accuracy of  
17 any item contained in his or her consumer file, a CRA is required to "conduct a  
18 reasonable reinvestigation to determine whether the disputed information is  
19 inaccurate, and record the current status of the disputed information, or delete the  
20 item from the file in accordance with paragraph (5)." 15 U.S.C. § 1681i(a)(1)(A).

21 ~~118.~~133. Rather than undertaking a reasonable reinvestigation, Experian  
22 unreasonably relies on furnishers' ACDV responses in at least three categories of  
23 disputes: (1) disputes where the consumer provided information that alerted or  
24 should have alerted Experian to the possibility that the furnisher might be  
25 unreliable, (2) disputes where Experian already had information that alerted or  
26 should have alerted Experian to the possibility that the furnisher might be  
27 unreliable and (3) disputes where Experian received illogical and inconsistent  
28 ACDV responses from furnishers that alerted or should have alerted Experian to  
the possibility that the furnisher might be unreliable. In each of these instances,

Experian had affirmative notice that the information received from the furnisher may be suspect.

~~119.~~134. In such disputes, Experian possesses information that the disputed consumer data is inaccurate, and thus the original source of the disputed data – namely, the furnisher – is unreliable. Nevertheless, Experian uncritically accepts and implements furnishers’ ACDV responses.

~~120.~~135. When Experian’s reinvestigation consists solely of sending an ACDV to a furnisher and implementing the furnisher’s response despite (1) having or receiving evidence of that furnisher’s unreliability, and (2) the existence of readily available, cost-effective additional investigative measures, Experian fails to conduct a reasonable reinvestigation.

~~121.~~136. Therefore, Experian’s actions violated and continue to violate the FCRA, 15 U.S.C. § 1681i(a)(1)(A).

~~122.~~137. This claim arises from the Bureau’s Investigation and any applicable statute of limitations for this claim was suspended (1) from December 3, 2021 through and including January 31, 2023 and (2) from July 26, 2024 through and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

**COUNT III**  
**Failure to Provide Notice of the Results of the Reinvestigation in Violation of the FCRA, 15 U.S.C. § 1681i(a)(6)(A)**

~~123.~~138. The allegations in paragraphs 1 through 109 are incorporated herein by reference.

~~124.~~139. The FCRA requires a CRA to provide written notice to a consumer of the results of a reinvestigation. 15 U.S.C. § 1681i(a)(6)(A).

~~125.~~140. Experian’s notices routinely fail to disclose the results of a reinvestigation because the notices state two contradictory results, are incomplete, or are unintelligible.

1 ~~126.~~141. Therefore, Experian's actions violated and continue to violate  
2 the FCRA, 15 U.S.C. § 1681i(a)(6)(A).

3 ~~127.~~142. This claim arises from the Bureau's Investigation and any  
4 applicable statute of limitations for this claim was suspended (1) from December 3,  
5 2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
6 and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

7 **COUNT IV**  
8 **Failure to Reinvestigate Disputes About Hard Inquiries in Violation of the**  
9 **FCRA, 15 U.S.C. § 1681i(a)(1)(A), (2)**

10 ~~128.~~143. The allegations in paragraphs 1 through 109 are incorporated  
11 herein by reference.

12 ~~129.~~144. Whenever a consumer disputes the completeness or accuracy of  
13 any item contained in his or her consumer file, a CRA is required to "conduct a  
14 reasonable reinvestigation to determine whether the disputed information is  
15 inaccurate." 15 U.S.C. § 1681i(a)(1)(A).

16 ~~130.~~145. After receiving notice that a consumer disputes any item of  
17 information contained in his or her consumer file, a CRA has five business days to  
18 notify the furnisher of the information disputed by the consumer and provide all  
19 relevant information regarding the dispute. 15 U.S.C. § 1681i(a)(2).

20 ~~131.~~146. Experian only investigates hard inquiry disputes in limited  
21 circumstances, such as when the consumer alleges that the inquiry was a byproduct  
22 of fraud or identify theft. If a consumer disputes the accuracy of a hard inquiry  
23 without such allegations, however, Experian does not reinvestigate the dispute.

24 ~~132.~~147. By not conducting a reasonable reinvestigation after consumers  
25 dispute the accuracy of a hard inquiry, which is an item of information in their  
26 consumer files, Experian violated and continues to violate the FCRA, 15 U.S.C.  
27 § 1681i(a)(1)(A).  
28

1 ~~133.~~148. By not informing the furnisher of a consumer's hard inquiry  
2 dispute, Experian violated and continues to violate the FCRA, 15 U.S.C.  
3 § 1681i(a)(2).

4 ~~134.~~149. This claim arises from the Bureau's Investigation and any  
5 applicable statute of limitations for this claim was suspended (1) from December 3,  
6 2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
7 and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

8 **COUNT V**  
9 **Failure to Forward Disputes**  
10 **in Violation of the FCRA, 15 U.S.C. § 1681i(a)(2)(A)**

11 ~~135.~~150. The allegations in paragraphs 1 through 109 are incorporated  
12 herein by reference.

13 ~~136.~~151. After receiving notice that a consumer disputes any item of  
14 information contained in his or her consumer file, a CRA has five business days to  
15 notify the furnisher of the information disputed by the consumer. 15 U.S.C.  
16 § 1681i(a)(2)(A).

17 ~~137.~~152. Between January 2018 and October 2021, Experian did not  
18 forward more than 2 million disputes to furnishers within five business days.

19 ~~138.~~153. Therefore, Experian violated the FCRA, 15 U.S.C.  
20 § 1681i(a)(2)(A).

21 ~~139.~~154. This claim arises from the Bureau's Investigation and any  
22 applicable statute of limitations for this claim was suspended (1) from December 3,  
23 2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
24 and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

25 **COUNT VI**  
26 **Deleting Tradelines Without an Investigation in Violation of the FCRA, 15**  
27 **U.S.C. § 1681i(a)(1)(A)**

28 ~~140.~~155. The allegations in paragraphs 1 through 109 are incorporated  
herein by reference.



1 ~~141.~~156. Whenever a consumer disputes the completeness or accuracy of  
2 any item contained in his or her consumer file, a CRA is required to “conduct a  
3 reasonable reinvestigation to determine whether the disputed information is  
4 inaccurate, and record the current status of the disputed information, or delete the  
5 item from the file in accordance with paragraph (5).” 15 U.S.C. § 1681i(a)(1)(A).

6 ~~142.~~157. On more than 100,000 occasions, Experian received a dispute  
7 and failed to complete a reinvestigation within 30 days.

8 ~~143.~~158. Therefore, Experian violated the FCRA, 15 U.S.C.  
9 § 1681i(a)(1)(A).

10 ~~144.~~159. This claim arises from the Bureau’s Investigation and any  
11 applicable statute of limitations for this claim was suspended (1) from December 3,  
12 2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
13 and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

14 **COUNT VII**  
15 **Failure to Delete Inaccurate, Incomplete, or Unverified Information in**  
16 **Violation of the FCRA, 15 U.S.C. § 1681i(a)(5)(A)**

17 ~~145.~~160. The allegations in paragraphs 1 through 109 are incorporated  
18 herein by reference.

19 ~~146.~~161. The FCRA requires a CRA to delete any information found to  
20 be inaccurate, incomplete, or unverified after a reinvestigation. 15 U.S.C.  
21 § 1681i(a)(5)(A).

22 ~~147.~~162. Experian did not delete more than 1,700 erroneous “joint user”  
23 statuses from consumers’ files despite the fact that the furnishers identified those  
24 statuses as inaccurate and requested their deletion.

25 ~~148.~~163. Therefore, Experian violated the FCRA, 15 U.S.C. §  
26 1681i(a)(5)(A).

27 ~~149.~~164. This claim arises from the Bureau’s Investigation and any  
28 applicable statute of limitations for this claim was suspended (1) from December 3,

2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
and including December 1, 2024, pursuant to the Fourth Tolling Agreement

### COUNT VIII

#### **Failure to Maintain Reasonable Procedures Designed to Prevent Reinsertion and Unlawful Reinsertion of Previously Deleted Information in Violation of the FCRA, 15 U.S.C. § 1681i(a)(5)(B), (C)**

~~150.~~165. The allegations in paragraphs 1 through 109 are incorporated  
herein by reference.

~~151.~~166. Under the FCRA, “[i]f any information is deleted from a  
consumer’s file pursuant to [§ 1681i(a)(5)(A)], the information may not be  
reinserted in the file by the consumer reporting agency unless the person who  
furnishes the information certifies that the information is complete and accurate ...  
.” 15 U.S.C. § 1681i(a)(5)(B)(i). The CRA must then “notify the consumer of the  
reinsertion . . . not later than 5 business days after the reinsertion . . . ,” 15 U.S.C.  
§ 1681i(a)(5)(B)(ii), and “provide to a consumer in writing not later than 5  
business days after the date of reinsertion (I) a statement that the disputed  
information has been reinserted; (II) the business name and address of any  
furnisher of information contacted and the telephone number of such furnisher, if  
reasonably available, or of any furnisher of information that contacted the  
consumer reporting agency, in connection with the reinsertion of such information;  
and (III) a notice that the consumer has the right to add a statement to the  
consumer’s file disputing the accuracy or completeness of the disputed  
information.” 15 U.S.C. § 1681i(a)(5)(B)(iii).

~~152.~~167. Consumer reporting agencies are further required to maintain  
reasonable procedures to prevent reinsertion of information previously deleted as  
the result of a dispute. 15 U.S.C. § 1681i(a)(5)(C).

~~153.~~168. Experian’s procedures for preventing reinsertion are limited to  
preventing the same furnisher from reinserting a tradeline that had been previously

1 deleted. The procedures do not prevent a different furnisher from reinserting that  
2 same tradeline.

3 ~~154.~~169. Because Experian does not prevent new furnishers from  
4 reinserting tradelines that Experian had deleted in response to a consumer dispute,  
5 Experian fails to maintain reasonable procedures to prevent reinsertion of  
6 previously deleted information.

7 ~~155.~~170. Experian also reinserts information into consumers' files  
8 without obtaining a furnisher certification and without notifying consumers within  
9 five business days or otherwise adhering to the requirements of 15 U.S.C.  
10 § 1681i(a)(5)(B).

11 ~~156.~~171. Therefore, Experian's actions violated and continue to violate  
12 the FCRA, 15 U.S.C. § 1681i(a)(5)(B), (C).

13 ~~157.~~172. This claim arises from the Bureau's Investigation and any  
14 applicable statute of limitations for this claim was suspended (1) from December 3,  
15 2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
16 and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

### 17 **COUNT IX**

#### 18 **Failure to Implement and Follow Reasonable Procedures to Assure Maximum 19 Possible Accuracy in Violation of the FCRA, 15 U.S.C. § 1681e(b)**

20 ~~158.~~173. The allegations in paragraphs 1 through 109 are incorporated  
21 herein by reference.

22 ~~159.~~174. The FCRA requires a CRA to follow reasonable procedures to  
23 assure maximum possible accuracy of the credit information they report on  
24 consumers. 15 U.S.C. § 1681e(b).

25 ~~160.~~175. Because Experian does not prevent new furnishers from  
26 reinserting tradelines that Experian had previously deleted in response to a  
27 consumer dispute, Experian fails to follow reasonable procedures to assure  
28 maximum possible accuracy of the credit information it reports on consumers.

1 ~~161.~~176. Therefore, Experian's actions violated and continue to violate  
2 the FCRA, 15 U.S.C. § 1681e(b).

3 ~~162.~~177. This claim arises from the Bureau's Investigation and any  
4 applicable statute of limitations for this claim was suspended (1) from December 3,  
5 2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
6 and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

### 7 **CFPA VIOLATIONS**

8 ~~163.~~178. The CFPA prohibits covered persons from offering or  
9 providing to a consumer any financial product or service not in conformity with  
10 Federal consumer financial law, otherwise committing any act or omission in  
11 violation of a Federal consumer financial law, or engaging in any unfair, deceptive,  
12 or abusive act or practice. 12 U.S.C. §§ 5531(a), 5536(a)(1).

13 ~~164.~~179. Under the CFPA, an act or practice is unfair when it "causes or  
14 is likely to cause substantial injury to consumers which is not reasonably avoidable  
15 by consumers; and ... such substantial injury is not outweighed by countervailing  
16 benefits to consumers or to competition." 12 U.S.C. § 5531(c)(1).

### 17 **COUNT X**

#### 18 **Unfair Acts or Practices: Excessive and Unreasonable Reliance on a 19 **Furnisher's ACDV Response****

20 ~~165.~~180. The allegations in paragraphs 1 through 109 are incorporated  
21 herein by reference.

22 ~~166.~~181. Experian's practice of conducting an investigation by doing  
23 nothing more than sending an ACDV to a furnisher and implementing the  
24 furnisher's response, and not seeking or taking into account additional, relevant  
25 information as part of its reinvestigation, despite having or receiving evidence of  
26 that furnisher's unreliability, is unfair.

27 ~~167.~~182. As alleged in paragraphs 52 to 68, Experian's reliance on  
28 furnishers' ACDV responses causes inaccurate information to remain in consumer  
reports.

1 ~~168.~~183. Because this practice causes and is likely to cause inaccurate  
2 reporting to remain on consumer reports, it thereby causes and is likely to cause  
3 substantial injury.

4 ~~169.~~184. Consumers cannot reasonably avoid the injury because  
5 Experian controls the dispute process and what items appear on consumer reports.  
6 The dispute and reinvestigation process—particularly the details of how Experian  
7 handles disputes and conducts reinvestigations—is largely unknown to consumers.

8 ~~170.~~185. The practice does not provide countervailing benefits to  
9 consumers or to competition. Neither consumers nor competition benefit from  
10 Experian's inadequate reinvestigation procedures.

11 ~~171.~~186. Therefore, Experian has engaged, and continues to engage, in  
12 unfair acts and practices in violation of the CFPA. 12 U.S.C. §§ 5531(c),  
13 5536(a)(1)(B).

14 ~~172.~~187. This claim arises from the Bureau's Investigation and any  
15 applicable statute of limitations for this claim was suspended (1) from December 3,  
16 2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
17 and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

## 18 **COUNT XI**

### 19 **Unfair Acts or Practices: Failing to Prevent Improper Tradeline Reinsertions**

20 ~~173.~~188. The allegations in paragraphs 1 through 109 are incorporated  
21 herein by reference.

22 ~~174.~~189. Experian improperly reinserts tradelines into consumer reports  
23 due to its practice of not attempting to match newly reported tradelines to  
24 tradelines that were previously deleted as a result of a dispute if the subsequent  
25 furnishing was from a new furnisher.

26 ~~175.~~190. This practice causes or is likely to cause substantial injury by  
27 increasing the likelihood that previously deleted and erroneous information  
28 reappears in a consumer's file. Moreover, because Experian fails to notify

1 consumers that new furnishers reinserted previously deleted information,  
2 consumers are unaware that they should file a dispute to challenge such  
3 information, thereby increasing the amount of time that erroneous information  
4 appears on consumer files.

5 ~~176.~~191. Consumers cannot reasonably avoid the injury because they  
6 cannot control what Experian puts on their consumer reports.

7 ~~177.~~192. No countervailing benefits to consumers or to competition  
8 exist. There is no consumer benefit to Experian's failure to prevent the reinsertion  
9 of deleted tradelines, and no legitimate benefit to competition.

10 ~~178.~~193. Therefore, Experian has engaged and continues to engage in  
11 unfair acts and practices, in violation of the CFPA. 12 U.S.C. §§ 5531(c),  
12 5536(a)(1)(B).

13 ~~179.~~194. This claim arises from the Bureau's Investigation and any  
14 applicable statute of limitations for this claim was suspended (1) from December 3,  
15 2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
16 and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

17 **COUNT XII**  
18 **Violations of the CFPA Arising From FCRA Violations**

19 ~~180.~~195. The allegations in paragraphs 1 through 109 are incorporated  
20 herein by reference.

21 ~~181.~~196. Section 1036(a)(1)(A) of the CFPA prohibits a covered person  
22 from offering or providing to a consumer any financial product or service not in  
23 conformity with "Federal consumer financial law" or otherwise committing any act  
24 or omission in violation of a "Federal consumer financial law." 12 U.S.C.  
25 § 5536(a)(1)(A).

26 ~~182.~~197. The Fair Credit Reporting Act is an "enumerated consumer  
27 law," 12 U.S.C. § 5481(12)(F), and therefore a "Federal consumer financial law."  
28 12 U.S.C. § 5481(14).

1 ~~183.~~198. Therefore, Experian's violations of the Fair Credit Reporting  
2 Act, described above in Counts I through IX, constitute violations of the CFPA, 12  
3 U.S.C. § 5536(a)(1)(A).

4 ~~184.~~199. This claim arises from the Bureau's Investigation and any  
5 applicable statute of limitations for this claim was suspended (1) from December 3,  
6 2021 through and including January 31, 2023 and (2) from July 26, 2024 through  
7 and including December 1, 2024, pursuant to the Fourth Tolling Agreement.

8 **DEMAND FOR RELIEF**

9 ~~185.~~200. Wherefore, the Bureau requests, under 12 U.S.C. § 5565, that  
10 the Court:

- 11 a. permanently enjoin Experian from committing future violations  
12 of the CFPA, FCRA, Regulation V, or any provision of "Federal consumer  
13 financial law," as defined by 12 U.S.C. § 5481(14);  
14 b. grant additional injunctive relief as the Court may deem just  
15 and proper;  
16 c. order Experian to pay redress to consumers harmed by its  
17 unlawful conduct, including restitution, damages, refunds, or other monetary relief;  
18 d. order Experian to disgorge any ill-gotten gains;  
19 e. impose civil money penalties on Experian;  
20 f. award costs against Experian; and  
21 g. award additional relief as the Court may determine to be just  
22 and proper.

23 Dated: ~~June 6~~August 22, 2025

Respectfully submitted,

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